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12 Attorney for Defendants
Jump Trading, LLC and
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15 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA
16 **SAN FRANCISCO DIVISION**

17
18 AUSTIN WARD, DAVID KREVAT, and NABIL
MOHAMAD, individually and on behalf of all
19 others similarly situated

20 Plaintiff,

21 vs.

22 JUMP TRADING, LLC; JUMP CRYPTO
HOLDINGS LLC; and DOES 1-10

23 Defendants.
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Case No. 3:25-cv-03989-PHK

**DECLARATION OF
MATTHEW HINERFELD IN
SUPPORT OF
DEFENDANTS JUMP
TRADING, LLC'S AND
JUMP CRYPTO HOLDINGS
LLC'S MOTION TO
DISMISS THE COMPLAINT
OR ALTERNATIVELY TO
COMPEL ARBITRATION
AND STAY LITIGATION**

1 I, Matthew Hinerfeld, hereby declare pursuant to 28 U.S.C. § 1746, as follows:

2 1. I am General Counsel of Defendant Jump Trading, LLC (“Jump Trading”),
3 Defendant Jump Crypto Holdings LLC (“Jump Crypto”), Tai Mo Shan Limited (“TMSL”)
4 and other affiliated entities that, together, make up the Jump Trading Group. I have held this
5 role since 2017.

6 2. I make this declaration in support of Defendants’ Motion to Dismiss Plaintiffs’
7 Complaint or Alternatively to Compel Arbitration and Stay Litigation. This declaration is
8 based on my personal knowledge as well as my familiarity with the Jump Trading Group’s
9 regular business practices as it relates to the storage of contracts. If called as a witness, I
10 would testify to the matters set forth herein.

11 3. Attached as **Exhibit A** is the Second Amended and Restated Loan
12 Confirmation between Terraform Labs Limited (“TFL”) and TMSL, dated July 21, 2021
13 (the “Second Amended Loan Confirmation”).

14 4. Attached as **Exhibit B** is the Master Loan Agreement between TFL and
15 TMSL (the “Master Loan Agreement”), which is referred to in the Second Amended Loan
16 Confirmation.

17 5. Attached as **Exhibit C** is the New Account Agreement between TMSL and
18 Prime Trust, LLC (“Prime Trust”), dated August 2, 2021 (the “Prime Trust Account
19 Agreement”).

20 6. Attached as **Exhibit D** is the OTC Trading Agreement between TMSL and
21 Prime Trust, dated August of 2021 (the “Prime Trust OTC Trading Agreement”).

22 7. The Second Amended Loan Confirmation is the only agreement between any
23 Jump entity and TFL relating to the loans of UST or LUNA from July 2021.

24 8. The Prime Trust Account Agreement, the Prime Trust OTC Trading
25 Agreement, and a standard non-disclosure agreement are the only contracts made between
26 any Jump entity and Prime Trust.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge and belief.

M Howard

Matthew Hinerfeld